



U.S. Fish and Wildlife Service

Modoc National Wildlife Refuge

Cooperative Agriculture Program

Notice of Opportunity

Refuge Seeks Agricultural Producers for Cooperative Agriculture Program

The U.S. Fish and Wildlife Service is offering an opportunity to enter into a Cooperative Agricultural Agreement (CAA) for haying and grazing on selected units of the Modoc National Wildlife Refuge (Refuge). The purpose of the CAA is to assist the Refuge with providing desired habitat conditions for wildlife, specifically foraging, nesting, and rearing habitat for waterfowl, wading birds, shorebirds, and other wildlife, and improving biological integrity, diversity, and health of Refuge plant communities.

If selected, the successful applicants will be issued a Special Use Permit (SUP) for the 2023 season, with the option of extending for an additional four years. The Cooperative Agricultural Agreement will expire December 1, 2027.

Instructions for applying:

- Review the entire Cooperative Agricultural Opportunity Announcement below.
- Complete and sign the Supplemental Application for Cooperative Agriculture Opportunity.
- Review the appropriate Special Conditions and sign to acknowledge acceptance.
- Complete the Special Use Permit Application (numbers 1b-12, 20-23, 26b-26d, and sign 31).

Applicants may schedule a tour of the Refuge by contacting management at the number below. To be considered, all materials must be completed, signed, and received by Refuge staff by close of business Friday April 28, 2023. Late or incomplete submissions will not be accepted. Please submit packets via email, hand delivery, or mail to:

Modoc National Wildlife Refuge
Attn: Cooperative Agriculture Program
PO Box 1610
3564 County Road 115
Alturas, CA 96101
Office: (530) 233-3572 ext. 1001
stacy_freitas@fws.gov

Modoc National Wildlife Refuge

The U.S. Fish and Wildlife Service is the primary Federal agency responsible for conserving, protecting, and enhancing the nation's fish, wildlife, and plant populations, and their habitats for the continuing benefit of the American people. Consisting of approximately 7020 acres, Modoc National Wildlife Refuge (Refuge) was established in 1960 as an important stop along the Pacific Flyway as a resting, breeding, and nesting area for migratory birds. Haying and grazing described in the management direction of the Comprehensive Conservation Plan (CCP) are for the purpose and intent as a management tool to provide desired habitat conditions for wildlife. Research supports that haying and grazing contributes to achieving Refuge purposes and goals to provide valuable habitat for all life stages of Greater sandhill cranes, migratory birds, and resident wildlife species.

Legal authorities include the Migratory Bird Conservation Act of 1929 (16 U.S.C. 715d); Refuge Recreation Act of 1962 (16 U.S.C. 460k-460k-4), as amended; and the Fish and Wildlife Act of 1956 (16 U.S.C. 742).

Cooperative Agricultural Opportunity

The Modoc National Wildlife Refuge is offering an opportunity for qualified individuals to enter into a Cooperative Agricultural Agreement (CAA) to use cattle grazing and haying to support the Service's conservation and resource management objectives.

The Refuge proposes to use traditional late season haying and dormant season cattle grazing as tools to address the wide assortment of needs found within each plant community. Vegetation treatment methods are designed to address litter accumulation, plant community succession, provide foraging habitat for wildlife species during migration and facilitate rehabilitation of meadow areas impacted by invasive plants such as reed canarygrass. Additionally, treatments will restore plant communities that have transitioned beyond desired conditions.

The Refuge units available for agricultural treatment during this contract period are listed in Table 1, with approximate acreages and specific treatment/s authorized. A Refuge unit map showing the location of the individual units is included in Figure 1. These units are wet meadow habitat, a type of wetland with saturated soils for most of the growing season, and whose plant and wildlife species are very diverse. Actual treatment methods will vary field-by-field depending on area specific management objectives. Cooperator flexibility will be required for haying and grazing activities as habitat needs change. Plant species composition and the response of those species to site-specific conditions may change annually due to climate or Refuge management practices.

The selected applicants will operate under a CAA as a "cooperator" with the Service. In this capacity, the cooperator will work closely with Refuge management to achieve vegetation target conditions intended to meet overall habitat goals. Cooperators will possess the professional knowledge, aptitude, and resources to manage wet meadows for the benefit of wildlife species. Selections will be made using the ranking criteria listed in Table 3. Under this CAA cooperators are limited to one unit per treatment type (one hay unit and one graze unit). There is no guarantee an individual cooperator will hay and graze the same unit.

The CAA is a cost-sharing agreement approved annually through the issuance of an SUP. All Commercial Use SUPs are subject to fees. The base fee for a Commercial Use SUP will be \$200.00 and will be due at the time of permit issuance each year. Preapproved Cooperator services for field management activities benefiting the Refuge such as fence materials and invasive plant control can be used as credit toward any balance owed by the cooperator after hay tonnage and AUM treatment information is submitted at the close of each season.

Figure 1. General area and location of available units.

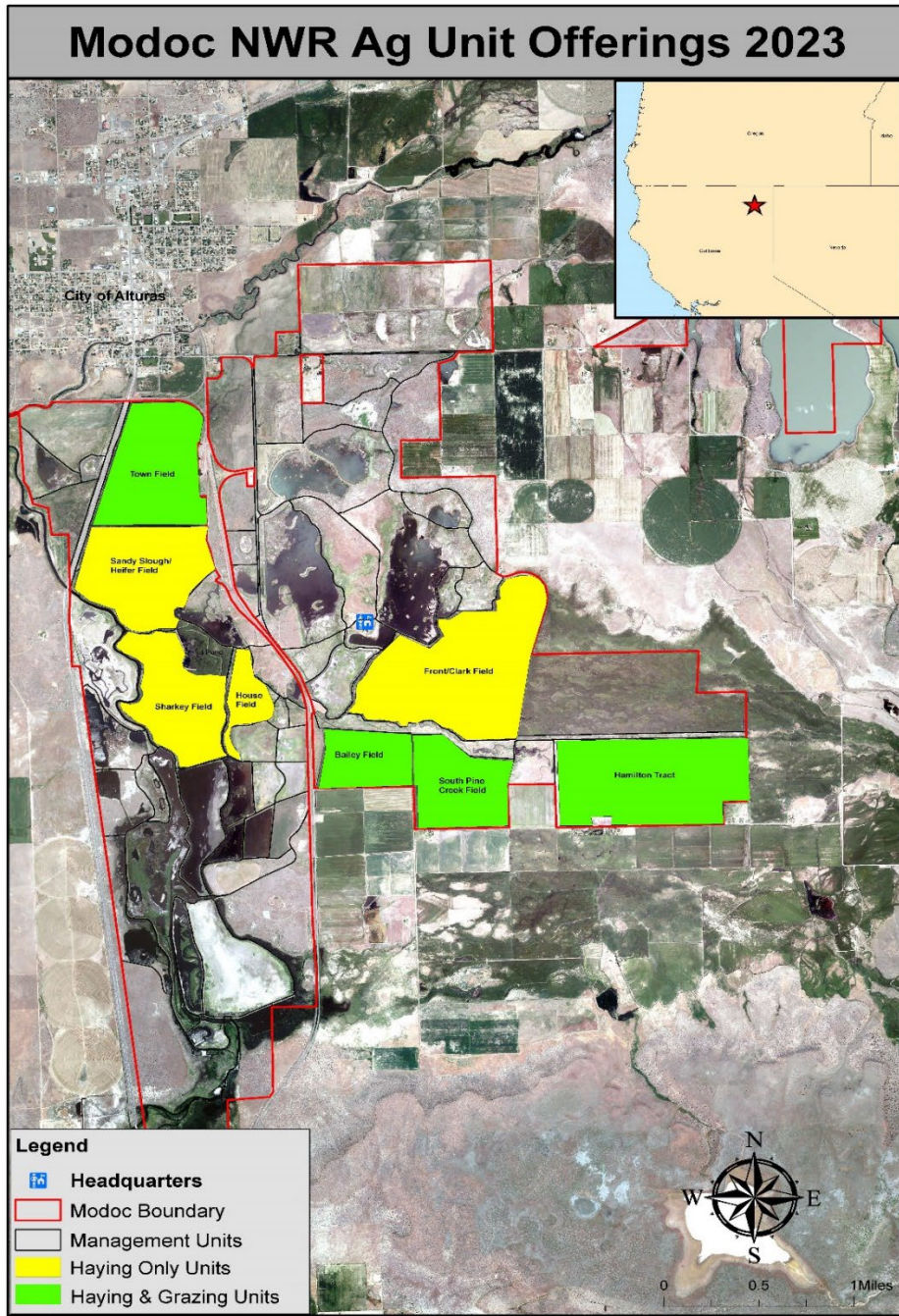


Table 1. Refuge units available for agricultural treatments.

Refuge Unit	Approximate Acres	Approved Treatment
Sharkey Field	228	Haying
Sandy Slough/Heifer Fields	220	Haying
House Field	55	Haying
Town Field	215	Haying & Grazing
Front/Clark Field	350	Haying
Hamilton Tract	250	Haying & Grazing
South Pine Creek Field	145	Haying & Grazing
Bailey Field	108	Haying & Grazing

Period of Performance

The period of performance for the CAA will be 5-years, extending from August 1, 2023, through December 1, 2027. Either party may cancel the agreement at any time by providing at least 45 days’ notice of intent to terminate the CAA. The period of performance cannot be extended beyond this 5-year period. Upon the conclusion of the 5-year period of performance, the Refuge will publish a new notice of cooperative agricultural opportunity and again issue a CAA using a competitive process based upon objective criteria.

Lease Pricing

The initial grazing rate for the CAA will be \$24.00/AUM. An AUM is defined as an Animal Unit Equivalent (AUE) grazing for one month. For the purposes of the CAA, one Animal Unit (AU) is defined as one mature cow, two years old and above, dry, or including a nursing calf less than 6 months of age. Initial AUE values will include those outlined in Table 2. The rate per AUM is a calculated average of rates published in the Pacific Region Grazing Fee Rates for Cattle released by USGS in January 2022.

The initial haying rate for the CAA will be \$70 per ton standing hay value. This rate was determined by a calculated average of 2021 posted fair market value from USDA, University of California Agriculture, and Modoc County hay broker pricing, minus harvesting charges.

The Refuge may adjust either or both rates at the beginning of any SUP period. Rate changes will be based on market fluctuations published annually by USGS.

Annual Haying and Grazing Periods

Haying and grazing is used to produce desired characteristics of wet meadows across the Refuge as specified in the CCP Habitat Objectives. The treatment window for haying wet meadows is August 1 or later when most meadow plant species are mature and preparing to enter senescence extending through August 31. Depending on water availability, a post-haying irrigation will be applied to the unit once all hay has been removed from the field.

Grazing will be authorized beginning September 1 and ending on or before December 1. Stock water is provided through the natural water delivery system as available. During drought years when sufficient water is not available, producers will be required to provide stock water from other sources; Refuge will provide tanks for stock water.

Table 2: Proposed 2023 animal and class categories and associated animal unit equivalent (AUE) values. Modified from Grazing Handbook - A Guide for Resource Managers in Coastal California (<http://www.carangeland.org/images/GrazingHandbook.pdf>)

Animal and Class	Animal Unit Equivalent (AUE)
Cow	1.00
Cow-Calf Pair	1.35
Bull	1.5
Yearling	0.80
Weaned Calf (over 6 months of age)	0.60

Annual Billing Period

The annual billing period will follow the calendar year (January through December), where haying and grazing will tentatively run from August through November of each year. Annual billing and reconciliation of cost-sharing incentives will be administered in December following the end of each year’s haying and grazing season. For billing and payment purposes, cooperators will be required to establish and keep current a customer account through the Department of Interior’s Financial and Business Management System.

Liability Insurance Requirements

The cooperator will be required to maintain liability insurance policies covering all activities on the Refuge.

The cooperator will be required to comply with applicable Federal and State workers’ compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer’s liability section of the insurance policy, except when contract operations are so commingled with a contractor’s commercial operations that it would not be practical to require this coverage. Employer’s liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers.

The cooperator shall have general liability insurance, including:

- Bodily injury liability insurance coverage of at least \$500,000 per occurrence.
- Property damage liability insurance shall be required only in special circumstance as determined by the agency.

The cooperator shall have coverage for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The

amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

Selection Process

The cooperator will be selected through an open, transparent, and competitive process, where applications will be ranked based on objective criteria in Table 3. The selection criteria used is appropriate for the treatment category potential cooperators are applying for. The Refuge will notify all applicants of results within 21 days of the closing date of the Notice of Opportunity.

Table 3. Selection and Ranking criteria used for haying and grazing cooperators.

Selection Criteria	Ranking Criteria
Experience managing livestock grazing operations in California wet meadows.	< 5 Years or 5-10 Years or > 10 Years
Experience using targeted grazing to achieve habitat objectives for migratory waterbird species.	< 5 Years or 5-10 Years or > 10 Years
Current ranching cooperator on private lands or grazing lease/agreement holder on public lands.	Yes or No
By the application deadline, own, or have legally binding contract to own at least 100 head of cattle to successfully achieve grazing prescriptions within the established period of performance.	Yes or No
Ability to graze for the total length of time and recommended stocking rate or until target vegetation conditions are achieved.	Yes or No
Flexibility to move cattle between management units or remove them from the Refuge within 5 days' notice.	Yes or No
Possess extensive experience maintaining grazing infrastructure (e.g., fencing, corrals, gates, etc.).	Yes or No
Proximity of cooperator to the Refuge to conduct field management activities, i.e., inspect cattle and infrastructure, at least twice weekly.	Yes or No
Ability to immediately respond to emergencies such as escaped cattle, fencing breaches, or other circumstances related to public safety.	Yes or No
Delinquencies on any prior stipulations or private or public lands.	Yes or No
Experience conducting haying operations in California wet meadows.	< 5 Years or 5-10 Years or > 10 Years
Ownership and/or access to operational equipment and skilled labor to successfully achieve prescribed haying operations in wet meadows.	Yes or No
Ability to obtain and hold liability insurance as outlined in the SUP Special Conditions.	Yes or No



United States Department of the Interior Fish and Wildlife Service



COOPERATIVE AGRICULTURAL OPPORTUNITY SUPPLEMENTAL APPLICATION

APPLICANT INFORMATION

Name: _____

Business Name: _____

Mailing Address: _____

Tax ID: _____ Phone Number: _____

GRAZING SELECTION: Please describe your ability to fulfill the criteria listed below. Attach additional pages if necessary.

Describe your experience managing livestock grazing operations in California wet meadows. Please include number of years' experience.

Describe your experience using targeted grazing to benefit wildlife habitat and migratory waterbird species. Please include number of years' experience.

Are you currently managing ranching operations on private lands or holding a lease or agreement for grazing on public lands. What is the nature of those operations.

Do you currently own, or have a legally binding agreement to own at least 100 head of cattle? Can you provide proof of ownership?

Do you possess the ability to graze for the total length of time and recommended stocking rates, or until target vegetation conditions are achieved?

Do you possess the flexibility to move cattle between management units or remove them from the Refuge within 5 days' notice?

Please explain your professional experience maintaining extensive infrastructure, including fencing, corrals, and gates.

Are you currently in the proximity of the Refuge to conduct field management activities, i.e., inspect cattle and infrastructure, at least twice weekly?

Do you possess the ability to immediately respond to emergency situations such as escaped cattle, fencing breaches, water system failures, wildfires, or other circumstances affecting public safety or health of cattle?

Are you or have you been delinquent on any prior stipulations or public lands? If so, please explain.

Do you have the ability to obtain and hold liability insurance as outlined in the Special Use Permit Special Conditions?

GRAZING UNIT SELECTION: Please list, in order of preference, units you wish to graze

Preference	Unit Name
1	
2	
3	
4	

HAYING SELECTION CRITERIA: Please describe your ability to fulfill the criteria listed below. Attach additional pages if necessary.

Describe your experience conducting haying operations in California wet meadows. Please include number of years' experience.

Do you own or have access to operational equipment and skilled labor to successfully achieve haying operations in wet meadows.

Do you have the ability to obtain and hold liability insurance as outlined in the Special Use Permit Special Conditions

HAYING UNIT SELECTION: Please list, in order of preference, units you wish to graze.

Preference	Unit Name
1	
2	
3	
4	
5	
6	
7	
8	



United States Department of the Interior Fish and Wildlife Service



COOPERATIVE AGRICULTURAL OPPORTUNITY GRAZING SUP SPECIAL CONDITIONS

The Service is seeking grazing applicants with particular experience in achieving target vegetation conditions to benefit fish, wildlife, and plant species. The successful applicant will be required to adhere to the following Special Conditions:

SPECIAL CONDITIONS - GRAZING:

1. All cattle grazing on refuge lands shall be legally owned by the Permittee and proof of ownership made available to the Refuge Manager upon request. Before turning animals onto the unit, the Permittee will furnish the Refuge Manager a list and diagram of all brands in addition to the ages and classes of livestock to be used.
2. Permittee shall notify the Refuge Manager not less than 48 hours prior to the time of moving cattle on or off the refuge or between grazing units. Notifications will be given during business hours, Monday through Friday, 7:00 a.m. to 3:30 p.m. All animals moved onto the Refuge will be counted by a member of the refuge staff to verify numbers and class.
3. For stocking rate and billing purposes, Table 2 in the Notice of Opportunity defines an animal unit month (AUM).
4. Grazing on Modoc National Wildlife Refuge is a tool used to support wildlife and habitat objectives. Permittees are required to maintain a *minimum stubble height of 2 to 4 inches*. The number of AUMs specified on the Special Use Permit is an estimate of the available forage and may vary from year to year. The Refuge Manager shall give the Permittee 5 days' notice to remove livestock if habitat objectives will be met prior to utilization of permitted AUMs.
5. Dead cattle shall be removed from the refuge immediately.
6. Permittee will be responsible for inspection and repair of unit fences. Fences must be in good condition and approved by the Refuge Manager, or representative, prior to entry of cattle. Permittees on adjoining units will be jointly responsible for fences between units. Materials for fence repairs will be furnished by the refuge.
7. The Permittee shall comply with the livestock regulations of the State of California relating to health and sanitation.
8. Non-use of a Special Use Permit in whole or in part by the Permittee, without prior authorization from the Refuge Manager, will be cause for cancellation of the permit. Non-use of a Special Use Permit, in whole or in part, may be authorized by the Refuge Manager for resource protection, range research or other fact-finding purposes. Non-use for the convenience of the Permittee will not be approved unless there are extenuating circumstances which would warrant such approval. Fire, flood or acts of God are examples of such extenuating circumstances.
9. All liability relating to livestock and livestock management to include all persons working for the permittee, whether related, hired or as a partner is strictly that of the permittee as listed on the Special Use Permit.

- a. The Permittee must acquire liability insurance that indemnifies and holds the U.S. Fish and Wildlife Service harmless from any liability claims associated with the permittee's livestock operation on Service Land.
10. Harrowing to spread manure is the responsibility of the Permittee and will be accomplished prior to March 1 of each year, weather permitting. Permittee will notify the Refuge Manager prior to entering the field.
11. Any property damage to the refuge as a result of the Permittee's activities are the responsibility of the Permittee and repair/replacement costs will be added to the Permittee's final billing.
12. Permittees are responsible to ensure all non-FWS personnel including contractors associated with this permit comply with all Refuge regulations and Special Conditions.

By signing, the cooperator applicant agrees to abide by the outlined Special Conditions.

Name (Print): _____

Signature: _____ Date: _____



United States Department of the Interior Fish and Wildlife Service



COOPERATIVE AGRICULTURAL OPPORTUNITY

HAYING SUP SPECIAL CONDITIONS

The Service is seeking haying applicants with particular experience in achieving target vegetation conditions to benefit fish, wildlife, and plant species. The successful applicant will be required to adhere to the following Special Conditions:

SPECIAL CONDITIONS - HAYING:

1. Each unit must be harvested in the manner and at the time prescribed for that unit. Haying is a tool used to support wildlife and habitat objectives. You are required to maintain a minimum stubble height, *post swathing*, of 4 to 6 inches. Changes to haying dates or hours of operation may be needed at times to minimize impacts to Refuge resources.
2. A receipt must be filled out and deposited in the hay slip box as each load leaves the field. Boxes are located at the exit gate of each field.
3. Ten percent of the total hay must be weighed on a certified scale to determine average bale weight. A \$10.00 deduction will be made from the final billing for each certified weight receipt. The Refuge reserves the right to ask for load weights on a random basis to ensure that the average weight is reflecting the true average. Permittees are responsible to ensure all non-FWS personnel including contractors associated with this permit comply with all Refuge regulations and Special Conditions.
4. Haying activities are only permitted between the hours of 8:00 AM and Sunset.
5. Any property damage to the refuge as a result of the Permittee's activities are the responsibility of the Permittee. Any repair/replacement costs will be added to the Permittee's final billing.
6. Non-use of a Special Use Permit in whole or in part by the Permittee, without prior authorization from the Refuge Manager, will be cause for cancellation of the permit. Non-use of a Special Use Permit, in whole or in part, may be authorized by the Refuge Manager for resource protection, range research or other fact-finding purposes. Non-use for the convenience of the Permittee will not be approved unless there are extenuating circumstances which would warrant such approval. Fire, flood or acts of God are examples of such extenuating circumstances.
7. Hay must be stacked in areas designated by the Refuge Manager.
8. Broken bales must be re-baled, and all hay and equipment removed from the refuge by August 31.
9. Between July 17 and July 31, Permittee may accompany refuge personnel on a tour of the field before haying to discuss boundaries and haul slip box locations. This is mandatory for all new permittees.
10. All liability relating to haying operations including all persons working for the permittee, whether related, hired or as a partner is strictly that of the permittee as listed on the Special Use Permit.

- a. The Permittee must acquire liability insurance that indemnifies and holds the U.S. Fish and Wildlife Service harmless from any liability claims associated with the permittee's agricultural operation on Service Land.

By signing, the cooperator applicant agrees to abide by the outlined Special Conditions.

Name (Print): _____

Signature: _____ Date: _____



COMMERCIAL ACTIVITIES SPECIAL USE PERMIT APPLICATION



National Wildlife Refuge System

Refuge Name:

Address:

Attn: (Refuge Official)

E-Mail:

Phone #:

For Official Use Only:

Approved Permit #:

Station #:

Permit Term: from to

Note: We do not require all information for each use. See instructions at the end of the notice and contact the refuge to determine applicability of a particular item.

- 1a) Identify the type of Permit you are applying for: New Renewal Modification Other
- 1b) Have you applied, or do you intend to apply, to any other refuges for this same activity? Yes No
- 1c) If yes, which refuges?

Applicant Information

2) Full Name: 3) Title:

4) Business Name:

5) Physical Address:

City/State/Zip:

6) Mailing Address: (if different than above)

City/State/Zip:

7) Business Phone #: 8) Business Fax #:

9) E-mail: 10) Business Tax ID #:

11a) Within the past 5 years, has the company (entity) , its owners, or any employees who have or will be expected to operate on the refuge, been convicted, pled nolo contendere, forfeited collateral, or are currently under charges for any violations of any State, Federal, or local law, or regulations related to fish and wildlife or permit activities? Yes No

11b) If you answered "YES" to question #11a, provide the individual's name, date of charge, charge(s), location of incident, court, and action taken for each violation.

12) List **known** assistants/subcontractors/subpermittees: (Only required if the assistants/subcontractors/subpermittees will be operating on the refuge without the permittee being present. If unknown at time of application we may require this under "special conditions" to permit before approval.)

Name/Business	Address	Phone #

Activity Information:

13a) Choose a Commercial Activity: **Guided Recreation** **Audio/Visual Recording** **Recreation Events** **Cabins**
Transportation Services **Agricultural Use** **Marine Salvage/Storage** **Mineral Lease** **Other**

13b) Specify Type of Activity if 'Other' was chosen:

Note: Depending on the activity for which you are requesting a permit, we may ask you for the following activity information. Please contact the refuge where the activity is being conducted to determine what information is required.

14) Describe activity by specifically identifying timing (occupancy timeline), frequency, and how the activity is expected to proceed:

15) Specifically identify location(s) and/or attach a map: (GPS location(s) preferred)

16) If drones will be used, describe why the drone is needed and provide specifics on how it will be used:

17) For Guided Operations estimate number of clients if applicable: Per Day Per Season

18) Inquire with refuge if Plan of Operation is required. Is a Plan of Operation attached? Yes No N/A

19) Inquire with refuge if a trip schedule is required. Is a trip schedule attached? Yes No N/A

License/Insurance Coverage/Certification/Permit

Note: Contact the refuge where the activity is going to be conducted to determine if we will require any type of license(s), insurance(s), certification(s), or permit(s). We may process this Special Use Permit while the applicant obtains them.

20) List and attach a copy of any **licenses** you have for equipment operation (i.e., aviation or commercial boats), pesticide application(s), transporters, or others, if required:

License Type	Number	Expiration Date

21) List and attach any **insurance coverage(s)** you have such as general liability, aviation, grounding liability, contaminants applicator, medical evacuation, or others, if required:

Insurance Type	Carrier	Expiration Date

22) List and attach any **certifications** you have such as rat free, hull inspections, CPR/First Aid, or others, if required:

Certificate Type	Expiration Date

23) List and attach other Federal, State, or Tribal **permits**, if required:

Permit Type	Permit Number	Expiration Date

Logistics and Transportation

Note: We do not require all information for each use. See instructions at the end of the notice and contact the refuge to determine applicability of a particular item.

24a) Does the activity require personnel to stay overnight on the refuge? Yes No N/A

24b) If yes, list names of personnel involved:

List Names	List Names	List Names	List Names

25) Identify and describe all major equipment/gear and materials needed for activity, if required:

26a) Provide detailed information on the logistics for onsite, intersite, and/or ship-to-shore transportation to or on the refuge, if required:

26b) Provide descriptions, license plate and/or identification numbers of vehicles used for onsite transportation, if required:

Vehicle Type	Plate/I.D./Registration #	Vehicle Type	Plate/I.D./Registration #

26c) Provide descriptions, license plate and/or identification numbers of vehicles used for intersite transportation, if required:

Vehicle Type	Plate/I.D./Registration #	Vehicle Type	Plate/I.D./Registration #

26d) Provide descriptions, license plate and/or identification numbers of vehicles used for ship to shore transportation, if required:

Vehicle Type	Plate/I.D./Registration #	Vehicle Type	Plate/I.D./Registration #

27a) Is fuel cache needed? Yes No N/A

27b) Specific location(s) of fuel caches: (GPS Coordinates preferred)

28) Is a Safety Plan attached?
Yes No N/A

Work and Living Accommodations

29) Specifically describe onsite work and/or living accommodations, including spike camps:

30) Specifically describe on or offsite hazardous material storage or other on or offsite material storage space: (Including on and offsite fuel caches.)

Sign, date, and print this form and return it to the refuge for processing. By signing this application, I agree my operations will conform to the information I have provided in this application, and I understand that any deviations or changes to this information must receive prior written approval.

31) Signature of Applicant: _____ Date of Application: _____

NOTICES

No Members of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.

The Permittee agrees to be bound by the equal opportunity "nondiscrimination in employment" clause of Executive Order 11246.

PRIVACY ACT STATEMENT

Authority: The information requested is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd-ee) and the Refuge Recreation Act (16 U.S.C. 460k-460k-4).

Purpose: To collect the applicant's information to process permits allowing for commercial activities such as: guiding hunters, anglers or other outdoor users; commercial filming; agriculture; rental of cabins and trapping while on the National Wildlife Refuge System.

Routine Uses: The information will be used by the refuge's administrative office for processing Commercial Activity Special Use permits. More information about the routine uses maybe found in the Systems of Records Notice, FWS-5 National Wildlife Refuge Special Use Permits.

Disclosure: Providing the information is voluntary. However, submission of information is required to process and approve commercial activity usage on the National Wildlife Refuge System.

PAPERWORK REDUCTION ACT STATEMENT

We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to evaluate the qualifications, determine eligibility, and document permit applicants and to respond to requests made under the Freedom of Information Act and the Privacy Act of 1974. The information that you provide is required to obtain or retain a benefit; however, failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OMB has approved this information collection and assigned control number 1018-0102.

ESTIMATED BURDEN STATEMENT

The public reporting burden for this information collection varies based on the requested specific refuge use. We estimate the relevant public reporting burden for the Commercial Activity Special Use Permit Application form (Commercial) to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Service Information Clearance Officer, U.S. Fish and Wildlife Service, 5275 Leesburg Pike, MS: PRB (JAO/3W), Falls Church, VA 22041-3803, or via email to Info_Coll@fws.gov. Please do not send your completed form to this address.

GENERAL CONDITIONS AND REQUIREMENTS

1) Responsibility of Permittee: The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.

2) Operating Rules and Laws: The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.

3) Use Limitations: The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and allows the U.S. Fish and Wildlife Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the U.S. Fish and Wildlife Service; and (2) the management of wildlife and fish using the premises and other U.S. Fish and Wildlife Service lands.

4) Transfer of Privileges: This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.

5) Compliance: The U.S. Fish and Wildlife Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the U.S. Fish and Wildlife Service's right to thereafter enforce any of the permit's terms or conditions.

6) Conditions of Permit not Fulfilled: If the permittee fails to fulfill any of the conditions and requirements set forth herein, the U.S. Fish and Wildlife Service shall retain all money paid under this permit to be used to satisfy as much of the permittee's obligation as possible.

7) Payments: All payment shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.

8) Termination Policy: At the termination of this permit the permittee shall immediately give up possession to the U.S. Fish and Wildlife Service representative, reserving, however, the rights specified in paragraph 11 below. If he/she fails to do so, he/she will pay the U.S. Fish and Wildlife Service, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11 below. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the U.S. Fish and Wildlife Service's right to terminate or cancel the permit for the breach of any specified condition or requirement.

9) Revocation Policy: The Regional Director of the U.S. Fish and Wildlife Service may revoke this permit without notice for noncompliance with the terms hereof, or for violation of general and/or specific laws or regulations governing national wildlife refuges, or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the U.S. Fish and Wildlife Service, by and through any authorized representative, may take possession of said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.

10) Damages: The U.S. Fish and Wildlife Service shall not be responsible for: any loss or damage to property including but not limited to crops, animals, and machinery; injury to the permittee or his/her relatives or to the officers, agents, employees, or any other(s) who are on the premises from instructions; the sufferance from wildlife or employees or representatives of the U.S. Fish and Wildlife Service carrying out their official responsibilities. The permittee agrees to hold the U.S. Fish and Wildlife Service harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

11) Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the U.S. Fish and Wildlife Service have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the U.S. Fish and Wildlife Service official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc., from the premises for which he/she is responsible. Within this period the permittee also must remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the U.S. Fish and Wildlife Service.

INSTRUCTIONS FOR COMPLETING APPLICATION

You may complete the application portion verbally, in person, or electronically and submit to the refuge for review. Note: Please read instructions carefully as not all information is required for each activity. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of a particular item. We may add special conditions or permit stipulations to permit prior to approval.

1a-c) Identify if permit application is for new, renewal, or modification of an existing permit, whether or not you have or will be applying to another refuge for the same activity, and for which refuge(s). Permit renewals may not need all information requested. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of this requirement.

2-9) Provide applicant and/or business full name, organization or business name (if applicable), physical and mailing address, phone, fax, and e-mail.

10) Provide tax identification number of business or individual.

11a-11b) Check box answering the question regarding any violations of State, Federal, or local law, or regulations related to fish and wildlife or permit activities, if required. If **you answered yes to question 11a**, supply the detailed information requested in question 11b. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require information on violations of State, Federal, or local law, or regulations related to fish and wildlife or permit activities.

12) Provide the names and addresses of known assistants, subcontractors, or subpermittees. We may require names and address if the assistants, subcontractors, or subpermittees will be operating on the refuge without the permittee being present. Volunteers, assistants, subcontractors, or subpermittees that are accompanied by the permittee need not be identified.

13) Activity type: identify commercial activity type (such as, guided recreation, audio/visual recording, recreational events, agriculture activities such as haying, grazing, crop planting, logging, beekeeping, and other agricultural products, building or occupying cabins, or other commercial uses). Describe other commercial uses if not one of the listed categories. Applicants in Alaska should contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding commercial or subsistence activities.

14) Describe Activity: provide detailed information on the activity, including timing and occupancy timeline, frequency, how the activity is expected to proceed, etc. Permit renewals may not need activity descriptions if the activity is unchanged from previous permit. Most repetitive activities do not require an activity description for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of this requirement.

15) Location: identify specific location (GPS coordinates preferred) if not at a named facility, and/or attach a map with location. Most repetitive activities may not require identification of a location. In addition, permit renewals may not require a location if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a location is required.

16) If a drone will be used for this activity, describe in detail why the drone is necessary to complete the activity and provide specifics on how the drone will be used.

17) Estimate number of clients per day or per season.

18) Attach a Plan of Operation, if required. Most repetitive activities do not require a Plan of Operations for each visit. In addition, permit renewals may not require a Plan of Operations if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office listed where the activity is going to be conducted to determine if a Plan of Operations is required.

19) Attach trip schedule, if required. Most repetitive activities will require trip schedules for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if trip schedules are required.

20) Specifically identify types and numbers of licenses and attach a copy, as required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of licenses required, and to coordinate the simultaneous application for multiple types of licenses. We may process this Special Use Permit while licenses are being sought, but we may or may not issue the Special Use Permit until appropriate licenses are obtained.

21) Specifically identify names, types, carriers of insurance, and attach copies if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of insurance required, and to coordinate obtaining several types of insurance simultaneously with this permit. We may or may not issue this Special Use Permit while other types of insurance are being obtained.

22) Specifically identify types and numbers of other certifications and attach copies if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of certifications required, and to coordinate the simultaneous application of multiple certifications. We may or may not issue this Special Use Permit while other certifications are being obtained.

23) Specifically identify types and numbers of other State, Federal or tribal permits and attach copies, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of permits required, and to coordinate the simultaneous application of multiple State, Federal or tribal permits. We may process this Special Use Permit while other State, Federal or tribal permits are being sought, but we may or may not issue the Special Use Permit until other appropriate State, Federal or tribal permits are obtained.

24a-24b) Provide name(s) of any personnel required to stay overnight, if applicable.

25) Identify all equipment and materials that will be used, if required. Most repetitive activities do not require a list of equipment. In addition, permit renewals may not require a list of equipment if the event is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a list of equipment is required.

26a-26d) Describe and provide vehicle descriptions and license plate or identification numbers of all vehicles, including boats and airplanes, if required. Motor vehicle descriptions are only required for permittee vehicle, and/or if the vehicle will be operated on the refuge without the permittee being present. Motor vehicles that are accompanied by the permittee as part of a group (convoy) activity need not be identified if cleared in advance by refuge supervisor. Specifically describe ship-to-shore, intersite (between islands, camps, or other sites) and onsite transportation mechanisms, and license plate or identification numbers, if required.

27a-27b) Identify specific location(s) of fuel cache(s) (GPS coordinates preferred), if required.

28a-28b) Attach safety plan if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require a safety plan.

29) Specifically describe onsite work and/or living accommodations, if required. Include descriptions and locations (GPS coordinates preferred) of spike camps or other remote work and/or living accommodations that are not part of the base of operations. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require descriptions of on-site work and/or living accommodations.

30) Specifically describe onsite or offsite hazardous material storage, or other material storage space (including on and offsite fuel caches), if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require descriptions of hazardous material storage or other on-site material storage.

31) Print the application (if using the fillable version). Date and sign the application and return to refuge for processing. By signing this application, you agree your operations will conform to the information you have provided in this application, and understand that

any deviations or changes to this information must receive prior written approval. The refuge official will review and, if approved, fill out a Special Use Permit, sign, and return a copy to you for signature and acceptance.

**SUPPLEMENTAL INSTRUCTIONS FOR USE OF FORM 3-1383-C FOR
APPLICATIONS FOR COOPERATIVE AGRICULTURE OPPORTUNITIES ON THE NWRS**

14) Describe how your proposed activity, based on your background, knowledge and experience, meets the objective criteria by which the Service will evaluate your application as outlined in the Service's Notice of Cooperative Agricultural Opportunity (Notice). In addition, if applicable, please identify how your proposed activity is different from the description of the cooperative agricultural opportunity outlined in the Notice.

18) Does not need to be filled out at time of application. However, this section must be filled out, in coordination with the Service, after the opportunity is awarded and before applicant begins any cooperative agricultural on the NWRS.

Logistics and Transportation

24a-30) Do not need to be filled out at time of application. However, these sections must be filled out, in coordination with the Service, after the opportunity is awarded and before applicant begins any cooperative agricultural on the NWRS.

**THIS APPLICATION FORM IS NOT VALID AS A PERMIT
BUT MAY BE USED AS A REFERENCE DOCUMENT ATTACHED TO THE OFFICIAL PERMIT.
ONLY OFFICIAL REFUGE PERSONNEL MAY ASSIGN A VALID PERMIT NUMBER AND PERMIT TERM
TO THIS APPLICATION FORM AFTER THE PERMIT HAS BEEN APPROVED.**